



IT IS HEREBY ADJUDGED and DECREED that the below described is SO ORDERED.

Dated: October 23, 2014.

**TONY M. DAVIS
UNITED STATES BANKRUPTCY JUDGE**

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

In Re:

FIRED UP, INC.

Debtor

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§

**Case No. 14-10447-tmd
(Chapter 11)**

**AGREED ORDER GRANTING DEBTOR'S OMNIBUS [SECOND] MOTION TO
ASSUME LEASE OF NON-RESIDENTIAL REAL PROPERTY WITH
MB SAN ANTONIO BROOKS LIMITED PARTNERSHIP**

CAME ON TO BE HEARD on the 2nd day of October, 2014, the *Omnibus [Second] Motion to Assume Leases of Non-Residential Real Property* filed by the Debtor. Notice and opportunity to be heard was properly provided and an objection was timely filed by MB San Antonio Brooks Limited Partnership ("Brooks Objection"). The parties announced an agreement with respect to the Brooks Objection and the Court finds that good cause exists to approve the agreement and permit Debtor to assume its lease with MB San Antonio Brooks Limited

Partnership for the premises located on Military Drive in San Antonio Texas (“Military Drive” or “Store No. 103”). It is therefore

ORDERED that Debtor assumes its lease (the “Lease”) with MB San Antonio Brooks Limited Partnership (“MB”) effective as of the earlier of February 16, 2015 or the Effective Date of the Debtor’s confirmed Plan of Reorganization for the premises at S.E. Military Drive, San Antonio Texas. It is further

ORDERED that MB retains and reserves all of its rights with respect to any defaults and cure amounts arising or accruing under the Lease from or after October 1, 2014 as well as all of its alleged rights to seek payment of attorneys’ fees in connection with the assumption of the Lease. It is further

ORDERED MB may provide both Debtor and Debtor’s bankruptcy counsel with notice of any failure by the Debtor to comply with the Lease occurring from or after October 1, 2014 through the Effective Date of the assumption of the Lease, which notice shall be sent by e-mail to both parties (in the case of the Debtor, to cford@carinos.com and in the case of Debtor’s bankruptcy counsel, to ssather@bn-lawyers.com), and if MB has given such notice, MB may seek an Order of this Court rejecting the Lease and/or other appropriate relief if the Debtor fails to cure such default within fourteen (14) days of such notice. It is further

ORDERED that Debtor remains liable to MB under the Lease for all accrued leasehold obligations even though they may not have come due under the Lease as of assumption of the Lease, including year-end reconciliations and indemnity obligations, if any, arising under the Lease. It is further

ORDERED that Debtor shall timely comply with its ongoing post-petition obligations under the Lease, including the payment of October 2014 rent, pursuant to the Lease and 11

U.S.C. § 365(d)(4).

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AGREED:

MENTER, RUDIN & TRIVELPIECE, P.C.
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By: /s/Kevin M. Newman
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/s/Stephen W. Sather
Barbara M. Barron (SBN 01817300)
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Order Submitted By:
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